Everllence

General Terms & Conditions - Everllence-FGDK-2026.10.PSDK - PrimeServ Denmark

1 INTERPRETATION

1.1 In these Conditions the following words will have the following meanings:

"Conditions" means the conditions set out in this document;

"Contract" means any contract for Work between the Customer and Everllence incorporating these Conditions;

"Customer" means the legal person that has issued the Order;

"Engine" means the engines, gensets, propellers and other auxiliary equipment installed on-board the vessel covered by the Order;

"EULA" means Everllence's standard end user license agreement, in place from time to time, regulating the Customer's right to use software incorporated in engines (firmware) as well as any separate software supplied by Everllence for use with engines (applications), which is available from Everllence upon request or at https://www.everllence.com/eula;

"Everllence" means Everllence Denmark A/S, company reg. no. (CVR) 46771451, Teglholmsgade 41, 2450 Copenhagen SV, Denmark;

"Goods" means goods supplied by Everllence (as specified in Everllence's tender or Order Acknowledgement);

"IPR" means intellectual property rights of any nature whether registrable or not, including, without limitation, any and all inventions, patents, utility models, design rights, copyright, know-how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;

"Order" means an individual order placed by the Customer to Everllence;

"Order Acknowledgement" means a written acknowledgement by Everllence of the Order, and thereby constituting a Contract, which is subject to the Conditions and/or such other conditions expressly stated in writing in the acknowledgement;

"Party" and **"Parties"** mean either Everllence or Customer or Everllence and Customer together;

"Services" means services supplied by Everllence (as specified in Everllence's tender or Order Acknowledgement);

"Site" means the place specified in Everllence's tender or Order Acknowledgement where the Services are to be performed by Everllence;

"Work" means Goods and/or Services.

2 INTRODUCTION AND FORMATION

2.1 All tenders are made and Orders are accepted by Everllence subject to the Conditions and they shall apply to any Contract to the exclusion of any other terms and conditions, including, without limitation, those which the Customer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing.

2.2 Any quotations, tenders, Orders and Contracts shall incorporate these Conditions by reference.

2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only binding to the extent expressly stated in the Order Acknowledgement or in other documents forming part of the Contract expressly referring to such information.

3 DELIVERY AND NON-DELIVERY AND DELAY

3.1 Unless otherwise expressly agreed in writing by Everllence:

(a) delivery times accepted by Everllence are given in good faith but are an estimate only; and

(b) delivery of the Goods is made FCA Everllence's works (Incoterms 2020).

3.2 Everllence may deliver Goods in instalments and perform Services in sections in any sequence. Default by Everllence, howsoever caused, in respect of one or more instalments and/or sections, shall not entitle the Customer to terminate the relevant Contract as a whole.

3.3 Where:

(a) the Customer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or

(b) Everllence agrees to postpone delivery of the Goods at the request of the Customer; or

(c) the Customer fails to provide any instructions, consents or authorisations required to enable the Goods to be delivered on the due date;

the risk in the Goods shall pass immediately to the Customer. In such cases delivery of the Goods shall be deemed to have taken place, and Everllence may store or arrange for storage of such Goods and charge the Customer for all related costs and expenses (including storage and insurance) and may sell such Goods after expiry of 28 days following such failure or refusal and deduct any monies payable to Everllence by the Customer from the sale proceeds and charge the Customer for any shortfall below the Contract price.

3.4 All Goods must be examined by the Customer, and the Customer must notify Everllence of any claim in relation to visible transportation damage, immediately upon delivery. Everllence may, at its option, be present at such examination. Everllence shall only be liable for shortages in, damage to, non-delivery of, incorrect supply of or delivery of an excessive quantity of Goods if notified by the Customer to Everllence in writing immediately after the occurrence hereof and in no event later than 90 days after the actual or anticipated date of delivery (as relevant) and provided that the cause thereof was within the reasonable control of Everllence. Where Everllence is liable as set out in this Condition 3.4 Everllence shall, at its sole discretion, either arrange for delivery as soon as reasonably possible or credit the Customer for such Goods, and this shall be the Customer's only remedies and in lieu of all other rights and remedies which might otherwise be available to the Customer. Shortages in or non-delivery of some or part of the Goods shall not affect the Contract in respect of any other Goods. In case of incorrect supply of or delivery of excessive quantity of Goods, the Customer shall, if accepted by Everllence, return the Goods delivered at the cost of Everllence. In order to have the returned Goods replaced or credited, the Goods must be in the same condition as when received by the Customer. The Customer is liable for any damage to the returned Goods caused by inadequate packing and/or transportation.

3.5 If prior to delivery Everllence has concern regarding timely payment because of an adverse change in the Customer's circumstances or otherwise, it may require payment of all or additional parts of the Work before delivery.

3.6 If the contractual delivery time for the Work or part of the Work is delayed and this delay was caused by negligence or intention of Everllence and if the Customer has suffered a loss caused by such delay, the Customer shall be entitled to liquidated damages for delay. Such liquidated damages for delay shall amount to 0.5% of the value of the delayed part of the Work concerned per each full week of delay considering a grace period of two weeks. The liquidated damages for delay will be limited to a maximum of 5% of the value of the delayed part of the Work.

3.7 Liquidated damages shall be the Customer's sole and exclusive measure of damages and remedy against Everllence with respect to the failure to achieve the contractual delivery time for the Work.

4 TITLE

4.1 Unless Everllence has been paid in full in advance, the Goods will be considered as having been delivered with Everllence retaining the ownership of the Goods until full payment has been effected by the Customer. If the Customer does not pay when due, Everllence is entitled to take back the Goods without a court judgment in accordance with the applicable law.

5 PRICE AND BINDING PERIOD OF QUOTATIONS AND TENDERS

5.1 Unless otherwise expressly agreed, quotations and tenders lapse after 30 days from their date unless already withdrawn by Everllence.

5.2 Unless fixed prices have been expressly agreed in writing by Everllence, all sales are made at Everllence's prices valid at the date of Everllence's Order Acknowledgement.

5.3 Unless otherwise agreed in writing by Everllence, prices set out in any of Everllence's price lists, tenders or Order Acknowledgements are FCA Everllence's works (Incoterms 2020) and exclusive of any taxes, e.g., VAT, GST, business tax, and sales tax, tariffs, duties or fees, charges as well as any costs of carriage, package and insurance which shall be payable by the Customer in addition to the price. Prices are exclusive of board, lodging and local transportation and such other facilities as are to be provided by the Customer free of charge. All travelling expenses and costs of carriage of luggage, instruments and tools incurred by Everllence's personnel shall be finally paid for by the Customer. If Everllence, upon the Customer's request, agrees to arrange for transportation of the Goods on behalf of the Customer, this shall not in itself change the FCA Everllence's works (Incoterms 2020) delivery of the Goods, cf. Condition 3.1 (b) above, unless expressly agreed in writing by Everllence, and the Customer shall pay, reimburse and/or indemnify Everllence for all costs associated with the transportation.

5.4 Unless otherwise expressly agreed by Everllence in writing, sums payable by the Customer to Everllence shall be paid by the Customer net cash not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to Everllence's other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 8% per annum.

5.5 Where Everllence has incurred any liability to the Customer, whether or not arising from or under a Contract, Everllence may upon written notification set off the amount of such liability against any liability of the Customer to Everllence or any of Everllence's group companies.

5.6 The Customer shall not be entitled to withhold any payment under a Contract with reference to claims related to transportation of Goods or alleged counterclaims under a Contract or any other contracts with Everllence, or to set off such claims against any payments under a Contract.

6 PROVISION OF SERVICES

6.1 Unless otherwise expressly agreed in writing, Services rendered by Everllence shall be charged on time used basis in accordance with Everllence's general rates for personnel at the date of the Order Acknowledgement (available from Everllence upon request).

6.2 Unless otherwise expressly agreed in writing, Everllence's execution of Services is subject to manual assistance being rendered by the Customer either through engine room staff or other qualified persons made available by the Customer.

6.3 The taking over of the Service by the Customer shall be deemed to have taken place at the latest, when the Customer has received Everllence's notice that the Service has been completed, provided that the Service is as required for taking over according to the Contract. Minor deficiencies which do not affect the efficiency of the Service shall not prevent taking over. The period referred to in Condition 7.1 shall start to run at the latest when the Service is ready for taking over in accordance with this Condition 6.3.

7 WARRANTY

7.1 Everllence warrants for a period of 12 months (i) from the date the Goods were delivered, that such Goods are free from substantial defects in materials or manufacture; and (ii) from the date the Services were rendered, that such Services were carried out with reasonable skill and care.

7.2 All conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with Condition 7.1, are hereby expressly excluded to the fullest extent possible.

7.3 The warranty given in Condition 7.1 will not apply:

(a) where the defect arises from any drawing, design, specification or intellectual property right supplied by the Customer or arises from normal wear and tear, wilful damage, the Customer's negligence, abnormal working conditions, use for unintended purpose, misuse, abuse, lack of maintenance or arises from any failure to follow Everllence's advice or general instruction (whether oral or in writing) or alteration or repair of the Work without Everllence's approval;

(b) if Everllence or its representatives are not given a reasonable opportunity to safely inspect the Work;

(c) if the total price for the Work has not been paid by the due date for payment;

(d) if the Goods supplied by Everllence are mounted in an Everllence designed engine for which the Customer has also used non-original parts which are violating intellectual property rights of Everllence; or

(e) if the Customer has not notified Everllence of the warranty claim within 14 days after the time where the Customer discovered or ought to have discovered the defect and, if so requested in writing by Everllence after such notification, the Customer fails to fill out a defect report within a period of 14 days after receipt of such request from Everllence.

7.4 In the event of a breach by Everllence of the warranty in Condition 7.1, and without limiting Condition 10, Everllence shall only be obliged (and shall have no further liability in contract, tort, law or otherwise for any defect in quality of the Work) at its option either to:

(a) credit the price (if already paid) attributable to the faulty Work; or

(b) repair, rectify or replace the faulty Work, provided that any Goods are returned to Everllence or someone designated by Everllence in their delivered state at Everllence's expense if so requested by Everllence within three months from the date of the dispatch of the replacement Goods. Everllence shall not be responsible for offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect. Replacement Goods are delivered FCA Everllence's works (Incoterms 2020) unless another Incoterm has been expressly agreed in writing by Everllence in the specific Contract.

7.5 Condition 7.4 shall be the Customer's sole remedy and in lieu of any other rights and remedies which might otherwise be available to the Customer. Any replacement Work will be warranted on the terms set out in this Condition 7. However, any and all warranty shall end within 18 months after delivery of the original Work being replaced.

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Everllence

8 EXEMPTIONS AND FORCE MAJEURE

8.1 Either Party may be excused from the timely performance of its obligations under the Contract, where the performance is impeded or prevented by circumstances beyond its control, including, but not limited, to performance affected by an act of God, labour disputes, pandemics, cyberattacks, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of such Party. The Party shall be temporarily relieved from its obligations during the period of time such events continue. The foregoing shall also apply to Everllence if a sub-supplier of Everllence is affected by such event and/or in case the Party concerned is already in default.

8.2 Either Party may terminate the Contract affected if such circumstances mentioned in Condition 8.1 continue for more than six months.

8.3 The Parties shall, without undue delay, provide each other with all necessary information which may reasonably be expected regarding the circumstances in Condition 8.1, and shall adjust their obligations accordingly in good faith.

9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 The Customer shall not, under any circumstances, acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to Work, or any plans, descriptions, blueprints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of Everllence to the Customer in connection with Work, or (b) resulting from Work, unless otherwise expressly agreed by Everllence in writing. Should the Customer acquire any such rights, the Customer shall immediately inform Everllence and take such steps as may be required by Everllence to assign such rights to or vest such title in Everllence.

9.2 Everllence shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Customer acknowledges that no rights are granted to the Customer in respect of such trademarks, trade names and/or service marks through the use of the Goods by the Customer. The Customer shall not deface, remove or obliterate any trademarks, trade names or logos applied by Everllence on or in relation to the Goods.

9.3 The Customer shall keep confidential and not use, without the prior written consent of Everllence, all or any information including, without limitation, that supplied by Everllence to the Customer or disclosed to or obtained by the Customer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Customer, or disclosure of the same is required by law or by any governmental or other regulatory body. Further, the Customer shall not reproduce or copy in any manner whatsoever, in whole or in part, any of the information mentioned above.

9.4 In the event that Everllence bases the production of the Goods on its own specifications, Everllence shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA, Denmark and/or by the European Patent Office. This shall not apply if Everllence has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Customer. As far as Everllence is not liable pursuant to this Condition 9.4, the Customer shall release Everllence from all related third party claims. In case an infringement of such third party IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences.

10 LIMITATION OF LIABILITY AND PRODUCT LIABILITY

10.1 Everllence shall not be liable to the Customer for any special, indirect, consequential or incidental loss, damage, delay or expense incurred of whatsoever nature.

10.2 In particular, Everllence shall not be liable to the Customer for

(i) any loss of profit, hire, business contracts, revenues or anticipated savings;
(ii) damage to the Customer's reputation or goodwill;
(iii) any loss resulting from any claim made by any third party;
(iv) docking costs;
(v) offloading of cargo; or
(vi) costs of any precondition works necessary to repair and/or rectify a defect;

whether or not such losses and/or damages are considered to be direct or indirect in nature.

10.3 If Everllence incurs liability towards a third party, the Customer shall indemnify and hold harmless Everllence for all losses, damages and costs of whatsoever nature.

10.4 Nothing in these Conditions shall exclude or limit the liability of Everllence for any liability that cannot be excluded in law or for:

(i) death or personal injury; or
(ii) damages to property other than the Goods;

caused by Everllence's gross negligence or fraudulent misrepresentation.

10.5 Without prejudice to Conditions 10.1, 10.2, 10.3 and 10.4 Everllence's total liability for Work in contract, tort, law or otherwise shall be limited to the value of that Work.

11 USE OF THIRD PARTY SPARE PARTS AS PART OF EVERLLENCE'S PERFORMANCE OF SERVICE

11.1 If Everllence is to use spare parts provided by the Customer or by third parties via the Customer (hereafter "Third Party Spare Parts") for the Service, the Customer warrants that to the extent required by the classification society, the Third Party Spare Parts will be either original parts from the relevant manufacturers, appropriately certified, or parts that have been approved by the classification society. The Customer will handle all issues with the classification society in this respect.

11.2 The Customer accepts and agrees that Everllence will not provide any warranty for the Third Party Spare Parts and/or accept any liability whatsoever for the use of such Third Party Spare Parts or for any losses or damages (direct or indirect) which might be caused by those Third Party Spare Parts now or in the future. Furthermore, the Customer undertakes to indemnify and hold harmless Everllence from any third party claim whatsoever made against Everllence, which is related to the installation of, the use of and/or the failure of the Third Party Spare Parts.

11.3 For the avoidance of any doubt and without limiting the above, the Service rendered by Everllence shall be warranted in accordance with Condition 7.

12 OTHER PARTS/SPARE PARTS THAN THE GOODS

12.1 The Customer accepts and agrees that Everllence is not responsible, and therefore will not accept any liability whatsoever, for any parts/spare parts other than the Goods or for any losses or damages (direct or indirect) which might be caused by those parts/spare parts now or in the future. Furthermore, the Customer undertakes to indemnify and hold harmless Everllence from any third party claim whatsoever made against Everllence, which is related to the installation of, the use of, and/or the failure of such parts/spare parts.

13 TERMINATION

13.1 If the Customer fails to make any payment when due or to perform any of its other obligations on time, Everllence shall be entitled to suspend its performance of the Contract until the failure is remedied; and regardless of whether Everllence decides to suspend performance:

(a) the time for performance of the Contract by Everllence shall be automatically extended accordingly; and
(b) any cost (including waiting time, financial costs and storage, demurrage or other charges) thereby incurred by Everllence shall be paid by the Customer.

13.2 Without prejudice to any of its other rights, Everllence may immediately terminate the Contract if any of the following occurs or is likely to occur:

(a) suspension under Condition 13.1 continues for more than 120 days;
(b) the Customer is in breach of any of its obligations under the Contract which, if capable of remedy, the Customer has not remedied within 30 days of receiving written notice from Everllence; or
(c) the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent or analogous event occurs in any jurisdiction or the Customer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.

13.3 Upon termination, howsoever arising, Everllence shall be entitled to suspend any further Work under the Contract without any liability to the Customer. Without prejudice to Everllence's other remedies under the Contract, within 14 days of such a notice of termination, howsoever arising, the Customer shall pay to Everllence:

(a) the outstanding balance of the Contract price of the Work which has been delivered or performed; and
(b) the costs incurred or committed by Everllence up to the date of notice of termination in performing such Work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 15% of the Contract price; and
(c) the costs reasonably incurred by Everllence as a result of the termination.

13.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11, 12, 13, 14, 17 and 18.

14 CUSTOMER'S OBLIGATIONS

14.1 The Customer shall provide Everllence's personnel with assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out, and ensure that they have free access to the Site.

14.2 The Customer shall provide Everllence's personnel with unobstructed and safe access to the Site to enable them to perform the Service in compliance with Everllence's safety policy and health and safety principles in place from time to time (available from Everllence upon request).

14.3 The Customer shall be responsible for ensuring the health and safety of Everllence's personnel whilst on the Site. The Customer shall take appropriate measures to protect Everllence's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When Everllence is to carry out the Service on the Site, the Customer shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and similar supplies.

14.4 The Customer shall assume all responsibility for all acts or omissions of the Customer's personnel and Everllence shall have no liability with respect thereto.

14.5 The Customer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where Everllence does supply tools, the Customer shall give all necessary assistance with the customs formalities required for the import and re-export of Everllence's tools and equipment free of any duties or taxes.

14.6 The Customer shall to the best of its ability assist Everllence in obtaining all necessary information concerning such local laws and regulations as are applicable to Everllence's performance of the Services, and must adhere to all safety regulations imposed by applicable regulatory authorities.

14.7 Everllence may, at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/or where the Customer is in breach of this Condition 14, and Everllence shall not be liable under the Contract for any delay in or failure of delivery in such event.

14.8 The Customer shall specify a firm delivery address for the ordered Goods at least within three weeks after receipt of Everllence's written confirmation of the date of readiness for dispatch. Condition 3.3 (c) shall apply accordingly.

14.9 The Customer must, at its expense, obtain all licenses, permits and approvals relevant to the Work.

14.10 The Customer warrants that all tools, equipment etc. to be provided by the Customer according to the Contract are in a safe and usable condition.

14.11 The Customer agrees that any Work supplied that includes Software (as defined in the EULA) is provided subject to the terms of the EULA.

15 EXPORT CONTROL AND CUSTOMS

15.1 Notwithstanding any provision on force majeure, as stated in these Conditions, and notwithstanding any other provision in these Conditions to the contrary, including, but not limited to, provisions on delivery dates, delay, liquidated damages or penalties, Everllence reserves the right to suspend, delay or cease at its sole and reasonable discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance:

(i) would be prevented by or otherwise be inconsistent with any applicable laws or regulations relating to restrictive measures, including, but not limited to, economic or financial sanctions, trade embargoes, export, re-export or transfer controls, as amended from time to time, imposed by the United Nations, the European Union and/or one or more of its Member States, the United Kingdom, the United States of America or any other competent authority ("Restrictive Measures"); or
(ii) would expose Everllence to a risk of becoming subject to sanctions, secondary sanctions, enforcement action, designation, listing or other adverse measures under such regimes; or
(iii) requires an export, re-export, transit or other governmental authorization which is not granted, is revoked, suspended, conditioned in a manner unacceptable to Everllence, or cannot be obtained in due time.

Any suspension or delay of performance pursuant to this condition shall not constitute a delay or default of Everllence.

In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, Everllence or the Customer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event the responsible authorities have denied an export license, Everllence or the Customer shall be entitled to terminate the denied part of the performance immediately. As a consequence of such termination the Customer shall pay to Everllence the price of the Work performed by Everllence under the Contract and any cost for unavoidable commitments incurred by Everllence with respect thereto. Any claims, rights and/or remedies of the Customer with respect to such termination shall be excluded.

15.2 In the event of any resale, transfer, re-export or other disposition of goods, software, technology or services supplied under the Contract, the Customer shall ensure that such transaction is conducted in full compliance with Restrictive Measures as defined above. This applies in particular where resale or transfer is made to any person, entity, or destination other than originally intended or disclosed to Everllence. Any breach entitles Everllence to terminate the Contract with immediate effect and releases Everllence from all remaining obligations, without giving rise to any claims by the Customer.

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15.3 Everllence shall provide the Customer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Customer. The content and layout of such documents are defined by Everllence and cannot be adjusted or amended. The provision of any further information or documents which might be required by the Customer for import purposes, such as, but not limited to, countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Customer.

15.4 If the agreed delivery address of the Goods is outside the territory of the European Union, Everllence will issue the export customs declaration and act as responsible exporter towards the customs authorities. If Customer or any person acting on behalf of the Customer picks up the Goods before export, Customer shall present the Goods and the export customs declaration issued by Everllence at the responsible customs office of export and finalise the formal customs proceedings properly. If the agreed delivery address of the Goods is inside the territory of the European Union, Everllence will not issue an export customs declaration and will not act as responsible exporter for any further exports made by the Customer, unless otherwise agreed. The same shall apply if the Goods are to be delivered on a vessel, which is currently located inside the territory of the European Union. If Customer requires an export customs declaration by Everllence for delivery on such a vessel, this has to be agreed individually.

16 DATA PROTECTION AND RIGHT TO ACCESS CUSTOMER DATA

16.1 Everllence shall have the right to access, collect, transfer, store, process and use data from the Engine remotely, or by LAN, or otherwise ("Data Access / Processing") for the purpose of using said data for marketing or for optimizing the Engine (such purposes shall include but not be limited to: service, commissioning, benchmarking, technical optimisation and improvements of existing products, development of new products and statistical purposes). Everllence may utilize the Data Access / Processing to retrieve from time to time, and without prior notice, all available data regarding the Engine from the data logger, and upon Everllence's request the Customer shall procure that Everllence may effectively utilize the Data Access / Processing. Everllence may only use and disclose the data, as set out in this Condition 16.

16.2 To ensure that the Customer and/or the Customer's vessel cannot be identified, Everllence will anonymize all data before disclosing it. Any data not anonymized may only be used by Everllence or by sub-contractors under an obligation towards Everllence to keep the data confidential and to observe all applicable data protection provisions.

16.3 To the extent that Everllence has completely anonymized the data, including so it will not be possible to identify which specific Engine the data is coming from, Everllence shall in all aspects be free to use and disclose such data to third parties for any purpose.

16.4 If the Data Access / Processing is not already granted at this time, the Customer hereby expressly consents to said Data Access / Processing for data which has already been collected or that will be collected in the future.

16.5 For the avoidance of doubt, Everllence's obligation (if any) to perform Services under any contracts with the owner/operator of the concerned Engine shall cease in case Data Access / Processing of the Engine is stopped/rejected by owner/operator and/or is not further provided for reasons for which owner/operator is responsible, and such Data Access / Processing of the Engine is needed to fulfil such obligation and/or in the agreed and/or in sufficient time. In such cases, Everllence shall be temporarily relieved from its obligations under such contracts until Data Access / Processing of the Engine has been reactivated.

16.6 For the avoidance of doubt, this right to Data Access / Processing does not imply any obligation for Everllence to provide any monitoring of or any maintenance of the Engine.

16.7 If any data processed also constitutes personal data, the Customer undertakes to ensure that the data subjects are informed about the processing of such personal data by Everllence in a capacity of data controller and to the extent needed obtain their consent thereto. In case of processing of personal data the following information about the processing of personal data at Everllence shall be provided to the data subjects by the Customer: https://www.everllence.com/data-protection-notice. All personal data will be processed by Everllence in accordance with applicable data protection laws, including for example by entering into data transfer agreements on the basis of the European Commission's Model Clauses.

17 PERSONAL DATA – CONTACT DATA

17.1 Subject to complying with applicable law, the Parties expressly consent that the other Party may process the following:
(i) names, (ii) emails, (iii) work location, and (iv) phone numbers of the Customer's or Everllence's employees, respectively, that will have to interact for the provision of Work and to ensure communication between the Parties.

18 GENERAL

18.1 The Customer shall not be entitled to assign or subcontract any of its rights or obligations under the Contract without the prior written consent of Everllence.

18.2 No act or omission shall be construed as a waiver of an unperformed obligation of the other Party or constitute an agreement to allow future breaches of the applicable provision.

18.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another equivalent provision with respect to the commercial effect, in so far as this is possible.

18.4 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of Denmark, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for International Sale of Goods.

18.5 If a difference of opinion cannot be settled by the Parties themselves, all disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris, France (ICC), by three arbitrators appointed in accordance with the said rules. The Expedited Procedure Provisions and the Emergency Arbitrator Provisions shall not apply. The arbitration tribunal shall have its seat in and the arbitration proceedings shall take place in Copenhagen, Denmark in the English language. The Parties will keep confidential the existence of the arbitration or any information or document relating thereto or disclosed therein.

19 ENTIRE AGREEMENT

19.1 These Conditions and the additionally agreed terms of the Contract contain the entire agreement and understanding of the Parties and supersede all other statements, understandings or the like relating to such subject matter. Everllence rejects any differing or supplemental terms which may be printed or otherwise found in any of the Customer's Order or other documents. Any alteration of a Contract must be in writing and signed by an authorized representative of each Party. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein, by express written agreement of the Parties hereto.

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